



TRIUMPH GENETIC SUPPLY MEMBER AGREEMENT

THIS AGREEMENT is made effective this _____ day of _____, 2000, by and between Triumph Pork Group LLC ("Triumph") and _____ located at _____ ("Member").

Premises

Member desires to purchase certain genetics from Triumph, which genetics are initially to be provided to Triumph by Pig Improvement Company, Inc., ("PIC"), and which may from time to time be supplied not only by PIC but by other providers as well. Triumph agrees to sell such genetics to Member in accordance with, and subject to, the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set out herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms.

1. **Triumph Genetics.** From the date this Agreement is fully executed, all genetic material entering the Member's farm will be genetics that are approved in writing by Triumph (gilts, semen, and boars). PIC genetics are provided to Triumph in accordance with a certain Genetic Agreement ("PIC Genetic Agreement") executed by and between Triumph and PIC. Under the PIC Genetic Agreement, PIC agrees to sell to Triumph certain genetics as more specifically set forth in the PIC Genetic Agreement ("PIC Genetics"). All PIC Genetics provided hereunder that are obtained through the PIC Genetic Agreement are subject to the provisions of such agreement. There may be genetics obtained from other sources in connection with the Triumph genetic improvement program ("Triumph Program"). The provision of such other genetics may be governed by the terms and conditions contained in other agreements. Certain provisions herein will deal with "Restricted Genetics". The term "Restricted Genetics" is given the meaning that it has in the PIC Genetic Agreement, which is as follows: "Animals, semen, embryos or other genetic material where any part of the genetic material of the animals, semen, embryos or other genetic material is derived from PIC Genetics transferred or licensed to Triumph pursuant to the terms of this [PIC Genetic] Agreement." The term "PIC Genetics" means those animals, semen, embryos, or other genetic material owned or otherwise belonging to PIC and all progeny and/or genetic material produced or obtained therefrom that is licensed or made available to Triumph under this Agreement and shall include Confidential Information, defined below, and the term "PIC Genetics" also includes, without limitation, genetic material from animals the genetics of which have been supplied prior to the date of this Agreement under a preexisting agreement between PIC and Member. The term "Triumph Genetics" means those animals, semen, embryos, or other genetic material that is sold, licensed, or made available to Member by Triumph under this Agreement, including without limitation, both PIC Genetics described above and Confidential Information, defined below.

2. **Purchase of Triumph Genetics.** Triumph will sell or transfer to Member, and Member will purchase or acquire from Triumph, the rights to use the Triumph Genetics. Sales of Triumph Genetics will be subject to availability from Triumph and shall be made in accordance with and subject to the Conditions of Sale, attached to this Agreement as Schedule 1 and incorporated herein by reference. The Triumph genetic fee shall be \$1.10 per pig marketed ("Triumph Genetic Fee"), starting on the effective date of this Agreement, and such fee shall be collected from Member on the day of slaughter at the Farmland slaughter facility.